

Model Totem Poles: Tradition and Transformation

AUGUST 27 – SEPTEMBER 1, 2022



waddington's



Model Totem Poles: Tradition and Transformation

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waddington's

BID AND VIEW ALL LOTS ONLINE AT
www.waddingtons.ca

ON VIEW

Sunday, August 28
from 12:00 pm to 4:00 pm

Monday, August 29
from 10:00 am to 7:00 pm

PREVIEW HELD AT
275 King Street East, 2nd Floor
Toronto, Ontario M5A 1K2

TEL: 416-504-9100

TOLL FREE: 1-877-504-5700

SENIOR SPECIALIST

Duncan McLean
adm@waddingtons.ca
416-847-6183

SPECIALIST

Palmer Jarvis
pj@waddingtons.ca
416-847-6191

CONSIGNMENT COORDINATOR

Elizabeth Gagnon
ekg@waddingtons.ca
416-847-6184

FRONT COVER

A Selection of Totem Poles

FRONT INSIDE COVER

Lot 1
Attributed: GEORGE WALKUS
MODEL TOTEM POLE

BACK INSIDE COVER

Lot 5
CHARLIE JAMES (YAKUQLAS)
MODEL TOTEM POLE

BACK COVER

Lot 2
ELLEN NEEL (KAKASO'LAS)
MODEL TOTEM POLE

1

**ATTRIBUTED: GEORGE WALKUS
(1875-1958), KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments; unsigned
18.5 x 9 x 5 in — 43.2 x 24.1 x 8.9 cm

PROVENANCE:

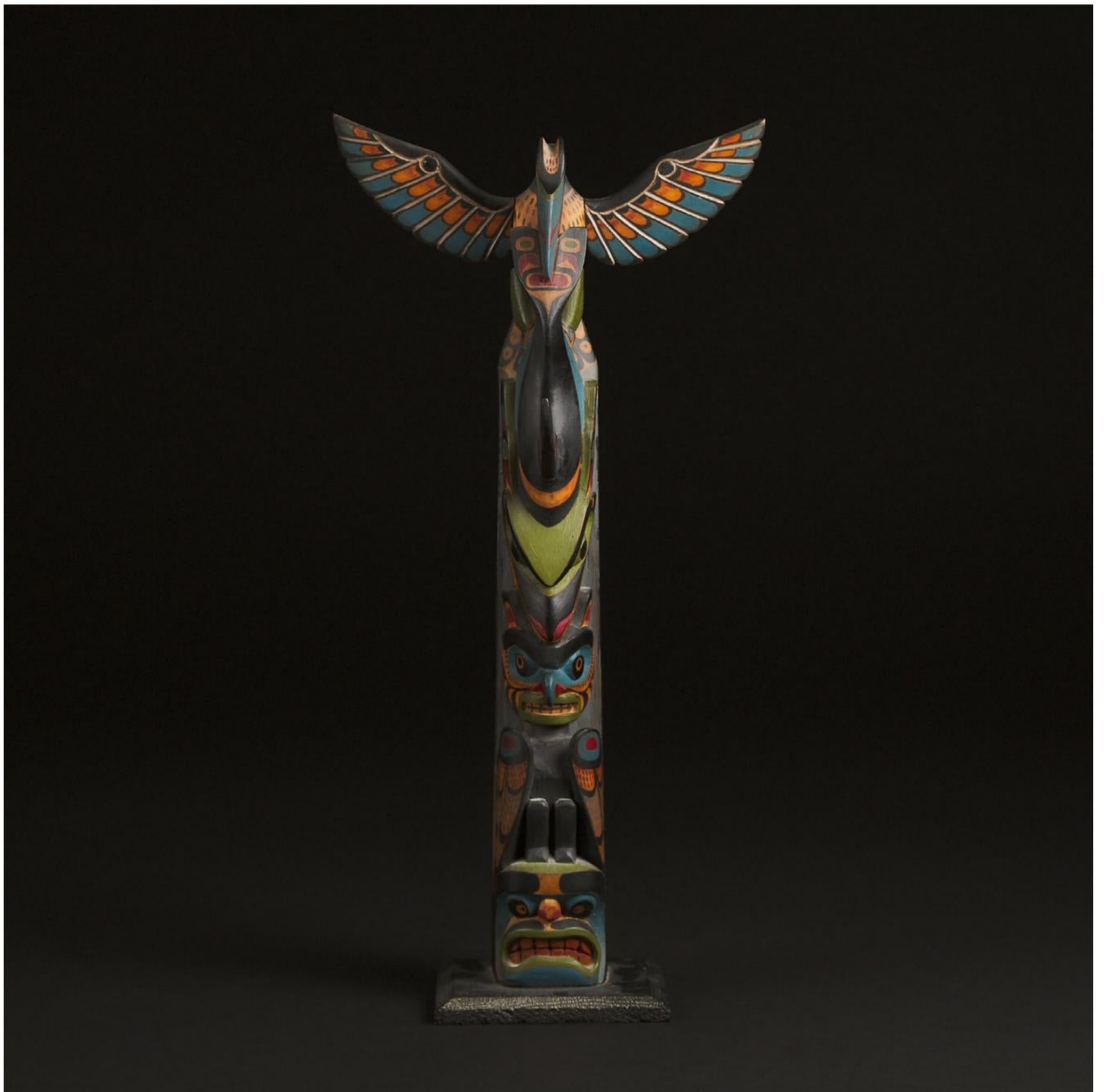
Private collection, Ontario

RELATED WORKS:

The Metropolitan Museum of Art, cat. no.
2011.154.39a-c. [Click here](#) to read more

Museum of Anthropology, University of British
Columbia, cat. No. A8065. [Click here](#) to read
more

\$3,500 — 4,500



2

**ELLEN NEEL (KAKASO'LAS)
(1916-1966), KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments; signed, titled, and dated
on verso
22.5 x 13 x 5.5 in — 55.2 x 33 x 14 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Nuytten, Phil, *The Totem Carvers: Charlie
James, Ellen Neel, Mungo Martin*, (Vancouver:
Hazeldine Press, 1982), p. 63.

\$4,000 — 5,000





3

**ELLEN NEEL (KAKASO'LAS)
(1916–1966), KWAKWAKA' WAKW**

THUNDERBIRD AND DZOOKNOKWA
MODEL TOTEM POLE

cedar wood, pigment; signed on verso, 1959
10 x 13 x 3.5 in — 43.2 x 24.1 x 8.9 cm

PROVENANCE:
Private collection, Ontario

RELATED WORKS:
Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p. 130-131, pl. 111.

\$1,000 – 2,000



4

**ELLEN NEEL (KAKASO'LAS)
(1916–1966), KWAKWAKA' WAKW**

TOTEM LAND MODEL TOTEM POLE

cedar wood, pigments, steel nails;
signed on verso
9.25 x 7 x 3.5 in — 23.5 x 17.8 x 8.9 cm

PROVENANCE:
Private collection, Ontario

RELATED WORKS:
Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p. 130-131, pl. 110.

\$900 – 1,500

5

**CHARLIE JAMES (YAKUQLAS)
(1867-1938), KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments; signed on verso
14.5 x 8.5 x 3.75 in — 36.8 x 21.6 x 9.5 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p. 111, pl. 82.

Nuytten, Phil, *The Totem Carvers: Charlie James, Ellen Neel, Mungo Martin*, (Vancouver: Hazeldine Press, 1982), p. 17-18, 22.

\$2,500 – 3,500



6

**CHARLIE JAMES (YAKUQLAS)
(1867-1938), KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigment; signed on verso, ca. 1920
14 x 8.5 x 3 in — 35.6 x 21.6 x 7.6 cm

PROVENANCE:

Private collection, Toronto

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p. 111, pl. 82.

Nuytten, Phil, *The Totem Carvers: Charlie James, Ellen Neel, Mungo Martin*, (Vancouver: Hazeldine Press, 1982), p. 17-18, 22.

\$1,500 – 2,500





7

**ARTHUR SHAUGHNESSY
(HEMASILAKW) (1935-1940),
KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments, steel nails; unsigned
17 x 9.5 x 3.5 in – 55.2 x 33 x 14 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p. 113, pl. 84.

\$2,000 – 3,000



8

**ARTHUR SHAUGHNESSY
(HEMASILAKW) (1935-1940),
KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments, steel nails; unsigned
12.5 x 10 x 3 in – 31.8 x 25.4 x 7.6 cm

PROVENANCE:

Private collection, Toronto

\$800 – 1,200

9

DOUGLAS HORNE (B.1982), SALISH

MODEL TOTEM POLE

cedar wood; signed on verso, 2016
22.25 x 10 x 6.25 in — 56.5 x 25.4 x 15.9 cm

PROVENANCE:

Private collection, Ontario

\$600 — 800



10

DON YEOMANS (B. 1958), HAIDA

MODEL TOTEM POLE

cedar wood, pigments; signed and inscribed
with name of previous owner on base
14.5 x 3.5 x 4 in — 36.8 x 8.9 x 10.2 cm

PROVENANCE:

Private collection, Ontario

\$2,500 — 3,500





11

**HENRY ROBERTSON (GA'BA'BAAWK)
(1934-2016), HAISLA**

RAVEN BEAR HUNTER MODEL
TOTEM POLE

cedar wood;
signed and titled indistinctly on verso
10.5 x 4 x 3.25 in — 26.7 x 10.2 x 8.3 cm

PROVENANCE:
Private collection, Toronto

\$800 — 1,000



12

PAUL JONES (1847-1929), HAIDA

MODEL TOTEM POLE

argillite; unsigned
8.25 x 2 x 1.75 in — 21 x 5.1 x 4.4 cm

PROVENANCE:
Private collection, Ontario

\$1,500 — 2,000

13

DOUGLAS WHITE, HAIDA

MODEL TOTEM POLE

cedar wood, pigment, steel nails; signed on
verso and inscribed "Masset B.C."
15.25 x 3 x 3.25 in — 38.7 x 7.6 x 8.3 cm

PROVENANCE:

Private collection, Ontario

\$350 — 450



14

GLENN POLLARD (B. 1957), HAIDA

EAGLE BEAR MAN MODEL TOTEM POLE

argillite, ivory, abalone;
signed and titled on underside
11.5 x 3 x 3.75 in — 29.2 x 7.6 x 9.5 cm

PROVENANCE:

Private collection, Ontario

NOTE:

Many countries prohibit or restrict importation or exportation of property containing ivory, whale bone, sealskin, and/or products derived from other endangered or protected species, and require special licenses or permits in order to import or export such property. It is the responsibility of the buyer to ensure that the item is properly and lawfully exported / imported. Please do not hesitate to contact one of our specialists for further details.

\$1,200 — 1,800





15

GLEN POLLARD (B. 1957), HAIDA

RAVEN EAGLE MODEL TOTEM POLE

argillite, abalone; signed and titled on underside
9.75 x 1.5 x 1.75 in — 24.8 x 3.8 x 4.4 cm

PROVENANCE:

Private collection, Ontario

\$500 — 700



16

ELI TAIT (1872-1949), TSIMSHIAN

CHIEF KIAN MODEL TOTEM POLE

cedar wood, pigments, steel nails; signed on
verso and inscribed in pen and ink "Thunder
Bird / Eagle / Kian Totem of Ketchikan alaska /
wolf"

7.5 x 2 x 2 in — 19.1 x 5.1 x 5.1 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p. 98, pl. 58-61.

\$350 — 550

17

ELI TAIT (1872-1949), TSIMSHIAN

**GROUSE RAVEN BEAR MODEL
TOTEM POLE**

cedar wood, pigments, steel nails;
signed and inscribed indistinctly on verso
8.25 x 2.75 x 3 in – 21 x 7 x 7.6 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p. 98, pl. 61.

\$350 – 550



18

ELI TAIT (1872-1949), TSIMSHIAN

MODEL TOTEM POLE

cedar wood, pigments, steel nails; signed and
inscribed indistinctly on verso, stamped on
underside "Alaskan Indian"
6 x 2.25 x 2 in – 15.2 x 5.7 x 5.1 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p. 97, pl. 57.

\$350 – 550





19

UNIDENTIFIED ARTIST, TSIMSHIAN

MODEL TOTEM POLE

cedar wood, pigment, steel nails; unsigned
13 x 3.25 x 3.5 in — 33 x 8.3 x 8.9 cm

PROVENANCE:

Private collection, Ontario

\$200 — 300



20

**WILLIAM DENNIS (B. 1923),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigment, steel nails;
signed in pen and ink on underside
7 x 2.5 x 2.75 in — 17.8 x 6.4 x 7 cm

PROVENANCE:

Private collection, Ontario

\$100 — 200

21

**PHILIP NELSON (1924-1961),
KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments, steel nails; unsigned
15.75 x 10 x 3 in – 40 x 25.4 x 7.6 cm

PROVENANCE:

Private collection, Toronto

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p. 133, pl. 115.

\$600 – 800



22

**GEORGE NELSON (SIWIS) (1884-1969),
KWAKWAKA'WAKW**

MODEL TOTEM POLE

cedar wood, pigments, steel nails; unsigned
12.5 x 9.75 x 4 in – 31.8 x 24.8 x 10.2 cm

PROVENANCE:

Private collection, Toronto

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p. 193, pl. 186.

\$400 – 600





23

**RAY WILLIAMS (1933-1988),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigment; unsigned
12.75 x 3 x 2.5 in — 32.4 x 7.6 x 6.4 cm

PROVENANCE:
Private collection, Ontario

\$300 — 400



24

**RAY WILLIAMS (1933-1988),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigment; unsigned
12.25 x 2.25 x 1.75 in — 31.1 x 5.7 x 4.4 cm

PROVENANCE:
Private collection, Ontario

\$300 — 400

25

**RAY WILLIAMS (1933-1988),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, steel nails; signed on verso
6.5 x 2.5 x 1.50 in — 16.5 x 6.4 x 3.8 cm

PROVENANCE:

Private collection, Ontario

\$150 — 250



26

**RAY WILLIAMS (1933-1988),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigments, steel nails;
signed on verso
12.5 x 10 x 2.25 in — 31.8 x 25.4 x 5.7 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and
Commerce: Model Totem Poles 1880-2010*,
(Seattle: University of Washington Press, 2011),
p.158, pl. 156.

\$150 — 250





27

**RAY WILLIAMS (1933-1988),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigments, steel nails;
signed on verso
12.25 x 11 x 2.75 in – 31.1 x 27.9 x 7 cm

PROVENANCE:

Private collection, Ontario

RELATED WORKS:

Hall, Michael D., Pat Glascock, *Carvings and Commerce: Model Totem Poles 1880-2010*, (Seattle: University of Washington Press, 2011), p.158, pl. 156.

\$150 – 250



28

**RITA WILLIAMS (B. 1954),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigments, steel nails;
signed on verso
11 x 10 x 3 in – 27.9 x 25.4 x 7.6 cm

PROVENANCE:

Private collection, Ontario

\$100 – 200

29

**JOHN T. WILLIAMS (1960-2010),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, steel nails; signed on verso
16.75 x 9.5 x 5.5 in — 42.5 x 24.1 x 14 cm

PROVENANCE:

Private collection, Ontario

\$1,000 — 2,000



30

**NANCY WILLIAMS (B. 1958),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood; signed on verso
8.5 x 8 x 2.5 in — 21.6 x 20.3 x 6.4 cm

PROVENANCE:

Private collection, Toronto

\$100 — 200





31

FRANK PAIGE JR., SALISH

MODEL TOTEM POLE

cedar wood, pigment, steel nails;
signed on underside
21 x 6 x 5.75 in — 53.3 x 15.2 x 14.6 cm

PROVENANCE:

Private collection, Ontario

\$150 — 250



32

DEWEY PURCELL, SALISH

MODEL TOTEM POLE

cedar wood, pigments, steel nails; signed on
verso and inscribed "Snoqualmie"
18.5 x 7.75 x 3 in — 47 x 19.7 x 7.6 cm

PROVENANCE:

Private collection, Ontario

\$100 — 200

33

AUGUST CICERO (B. 1940), SALISH

DANCE STAFF

cedar wood, pigments, tanned hide, deer
dewclaws; signed on verso
12 x 4.5 x 4.5 in — 30.5 x 11.4 x 11.4 cm

PROVENANCE:

Private collection, Ontario

\$400 — 500



34

UNIDENTIFIED ARTIST

MODEL TOTEM POLE

maple wood; label affixed to verso reads
"Northwest Art 1974"
12 x 2.25 x 2.25 in — 30.5 x 5.7 x 5.7 cm

PROVENANCE:

Private collection, Ontario

\$100 — 200





35

UNIDENTIFIED ARTIST

TWO FIGURES

cedar wood, pigment; unsigned
largest 10 x 2.25 x 3.25 in — 25.4 x 5.7 x 8.3 cm

PROVENANCE:

Private collection, Ontario

\$150 — 250



36

CHRIS JOHN, NUU-CHAH-NULTH

RAVEN ON CHEST

cedar wood, pigment; signed on verso
10 x 1.5 x 2.5 in — 25.4 x 3.8 x 6.4 cm

PROVENANCE:

Private collection, Ontario

\$80 — 100

37

HUNTER [UNIDENTIFIED ARTIST]

BEAR FIGURE

cedar wood, pigment, steel nails;
signed on underside
6.2 x 2.50 x 2 in — 15.7 x 6.4 x 5.1 cm

PROVENANCE:

Private collection, Ontario

\$60 — 80



38

AUGUST CICERO (B. 1940), SALISH

MODEL TOTEM POLE

cedar wood, pigment, steel nails;
signed on verso
9.25 x 8 x 4 in — 23.5 x 10.2 x 10.2 cm

PROVENANCE:

Private collection, Ontario

\$80 — 125





39

**LESLIE JOHN (1928-1980),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigment; signed on underside
29 x 6.75 x 7 in — 73.7 x 17.1 x 17.8 cm

\$300 — 400



40

**LESLIE JOHN (1928-1980),
NUU-CHAH-NULTH**

MODEL TOTEM POLE

cedar wood, pigment ; signed on underside,
“Nanaimo B.C.” inscribed
26.5 x 18.5 x 4.25 in — 67.3 x 47 x 10.8 cm

\$250 — 350

41

GERALD WILLIAMS, SALISH

MODEL TOTEM POLE

cedar wood, pigment, steel nails; signed on
verso and inscribed "from Discovery Island"
18.5 x 5.25 x 5 in — 47 x 13.3 x 12.7 cm

PROVENANCE:

Private collection, Ontario

\$150 — 250



42

UNIDENTIFIED ARTISTS

FOUR MODEL TOTEM POLES

cedar wood, pigments, steel nails; unsigned
largest 7.25 x 4.5 x 1.25 in — 18.4 x 11.4 x 3.2 cm

PROVENANCE:

Private collection, Ontario

\$100 — 200



43

**RAMONA GUS (1928-2017),
NUU-CHAH-NULTH**

FIGURE

cedar wood, pigment; signed on verso and
inscribed "by Ramona Gus / Sheshah tribe of (?)"
6 x 2.5 x 2.5 in – 15.2 x 6.4 x 6.4 cm

PROVENANCE:

Private collection, Ontario

\$60 – 80



Buying at Waddington's

All lots will be offered and sold subject to the Conditions of Sale which appear in this catalogue as well as any Glossary and posted or oral announcement. By bidding at auction, bidders are bound by those Conditions and Glossary, as amended by any oral announcement or posted notices, which together form the contract of sale between the successful bidder (buyer), Waddington's™ and the consignor (seller) of the lot. Descriptions or photographs of lots are not warranties and each lot is sold "as is" in accordance with the Conditions of Sale.

CONDITION OF LOTS

All of the items are to be considered, unless otherwise noted in the description or condition report, in good condition. The definition of "good" when used in reference to condition, describes an object as having had no major damage or repair but as with the nature of the material, may show minor surface wear, discolouration etc., which indicates the acceptable wear that the piece may acquire with age. If you are particular about minor flaws, you should examine the pieces in person or have our staff answer any questions before bidding. Sizes are approximate. It is the sole responsibility of the bidder to inquire as to the condition of a lot before bidding. Condition reports are available upon request by phone, fax, email or in person. You are advised to make any requests well in advance of the sale.

Frames on artwork are not included as part of purchase or condition.

BUYERS PREMIUM

A premium of 20% of the successful bid price of each lot.

A charge of 13% HST (Harmonized Sales Tax) is applicable on the hammer price and buyer's premium, except for purchases exported from Canada. In the case where purchases are shipped out of the province of Ontario, the HST or GST is charged based on the tax status of that province.

PAYMENT

Payment for purchases must be by cash, INTERAC direct debit (CDN clients in person only), certified cheque (U.S. & Overseas not applicable), bank draft, electronic transfer (fee applies), VISA or Mastercard (up to \$25,000).

ALL PRICES IN CANADIAN FUNDS

BIDDING

The Auctioneer may also execute bids on behalf of the consignor to protect the reserve. The reserve is the confidential minimum price the seller is willing to accept for his or her property, below which it will not be sold.

SHIPPING

The Auctioneers will not undertake packing or shipping. The purchaser must designate and arrange for the services of an independent shipper and be responsible for all shipping, insurance expenses and any necessary export permits that may apply. The Auctioneers will, upon request, provide names of professional packers and shippers but will not be held responsible for the service or have any liability for providing this information. Reliable pre-auction estimates of shipping costs of lots offered in this sale may be obtained from:

PakShip

905-470-6874 / 905-470-6875 / 416-293-8225
taurus@pakship.ca / www.pakship.ca

Safer Shipping Inc.

416-299-3367 / 416-299-9750
perry@safershipping.ca / www.safershipping.ca

REMOVAL OF PURCHASES

Purchases must be paid for within 48 hours of the date of the sale, and removed from premises within 10 days of the date of sale (see Conditions of Sale, conditions 8 to 15). Clients are advised that packing and/or handling of purchased lots by our employees or agents is undertaken solely as a courtesy for the convenience of clients.

CITES

Restrictions exist regarding the import and export of species protected under CITES (Convention on International Trade in Endangered Species). This includes but is not limited to items made of or containing bone (whalebone etc.), ivory, tortoise shell, seal skin, rhinoceros horn and any other animal part and is strictly controlled or forbidden by most countries. Please review your country's laws before bidding on pieces made of or containing these restricted items. It is the sole responsibility of the buyer to inquire about and obtain the proper permits for artwork purchased that may contain restricted materials, if such permit can be obtained. Please contact the department for further assistance. Failure to obtain necessary import/export permits will not void any sale.

All Narwhal Tusks must have a Marine Harvest Number or a Marine and Mammal Transport number to be sold at Waddington's.

For more information please visit: www.cites.org

Selling at Waddington's

WADDINGTON'S COMMISSION RATES

Items selling for \$7,501 or more 10%

Items selling for \$2,501 to \$7,500 15%

Items selling for \$251 to \$2,500 20%

Items selling for \$250 or less 25%

*There is a minimum handling charge of \$20 per item

CANADIAN ART DEPARTMENT COMMISSION RATES

Items selling for \$7,501 or more 10%

Items selling for \$2,501 to \$7,500 15%

Items selling for \$2,500 or less 20%

*There is a minimum handling charge of \$20 per item

INSURANCE

A 1% insurance charge, based on the hammer price of the property, will be applied to all accounts.

AUCTION ADVICE

For auction advice on paintings, drawings, prints, jewellery, and various forms of decorative arts and other collectibles, please feel free to contact us via email or telephone. We are pleased to review emails containing photographs and information on your pieces in order to provide auction estimates for you to consider.

For collections with a variety of objects, please contact our Appraisals and Consignments department (consignments@waddingtons.ca). For department-specific inquiries, please contact the specialist and/or department directly. All contact information can be found at www.waddingtons.ca.

Our offices are located in Toronto and Vancouver, but our specialists occasionally travel to major Canadian cities to meet with prospective consignors. To receive more information on Valuation Days across Canada or to arrange an appointment, please contact our Toronto office (416-504-9100).

Please note that property typically arrives at Waddington's at least three months before the sale in order to allow our specialists time to research, catalogue, photograph and promote the items. Consignors will receive a contract to sign, setting forth terms and fees for our services.

Conditions of Sale

1. All lots are sold "AS IS". Any description issued by the auctioneer of an article to be sold is subject to variation to be posted or announced verbally in the auction room prior to the time of sale. While the auctioneer has endeavoured not to mislead in the description issued, and the utmost care is taken to ensure the correct cataloguing of each item, such descriptions are purely statements of opinion and are not intended to constitute a representation to the prospective purchasers and no warranty of the correctness of such description is made. An opportunity for inspection of each article is offered prior to the time of sale. No sale will be set aside on account of lack of correspondence of the article with its description or its reproduction, if any, whether colour or black & white. Some lots are of an age and/or nature which preclude their being in pristine condition and some catalogue descriptions make reference to damage and/or restoration. The lack of such a reference does not imply that a lot is free from defects nor does any reference to certain defects imply the absence of others. Frames on artwork are not included as part of purchase or condition. It is the responsibility of prospective purchasers to inspect or have inspected each lot upon which they wish to bid, relying upon their own advisers, and to bid accordingly.

2. Each lot sold is subject to a 20% buyers premium as part of the purchase price.

3. Unless exempted by law, the buyer is required to pay Harmonized Sales Tax on the total purchase price including the buyer's premium. For international buyers, taxes are not applicable when purchases are shipped out of country. Items shipped out of Ontario, the buyer is required to pay taxes as per the tax status of that province, whether it HST or GST (Goods and Services Tax).

4. The auctioneer reserves the right to withdraw any lot from sale at any time, to divide any lot or to combine any two or more lots at his sole discretion, all without notice.

5. The auctioneer has the right to refuse any bid and to advance the bidding at his absolute discretion. The auctioneer reserves the right not to accept and not to reject any bid. Without limitation, any bid which is not commensurate with the value of the article offered, or which is merely a nominal or fractional advance over the previous bid may not be recognized.

6. Each lot may be subject to an unpublished reserve which may be changed at any time by agreement between the auctioneer and the consignor. The auctioneer may bid, or direct an employee to bid, on behalf of the consignor as agreed between them. In addition, the auctioneer may accept and submit absentee and telephone bids, to be executed by an employee of the auctioneer, pursuant to the instructions of prospective purchasers not in attendance at the sale.

7. The highest bidder accepted by the auctioneer for any lot shall be the buyer and such buyer shall forthwith assume full risk and responsibility for the lot and must comply with such other Conditions of Sale as may be applicable. If any dispute should arise between bidders the auctioneer shall have the absolute discretion to designate the buyer or, at his option, to withdraw any disputed lot from the sale, or to re-offer it at the same or a subsequent sale. The auctioneer's decision in all cases shall be final.

8. Immediately after the purchase of a lot, the buyer shall pay or undertake to the satisfaction of the auctioneer with respect to payment of the whole or any part of the purchase price requested by the auctioneer, failing which the auctioneer in his sole discretion may cancel the sale, with or without re-offering the item for sale.

9. The buyer shall pay for all lots within 48 hours from the date of the sale, after which a late charge of 2% per month on the total invoice may be incurred or the auctioneer, in his sole discretion, may cancel the sale. The buyer shall not become the owner of the lot until paid for in full. Items must be removed within 10 days from the date of sale, after which storage charges may be incurred.

10. Each lot purchased, unless the sale is cancelled as above, shall be held by the auctioneer at his premises or at a public warehouse at the sole risk of the buyer until fully paid for and taken away.

11. Notwithstanding condition no. 1, if the buyer, prior to removal of a lot, makes arrangements satisfactory to the auctioneer for the inspection of such lot by a fully qualified person acceptable to the auctioneer to determine the genuineness or authenticity of the lot, to be carried out promptly following the sale of the lot, and if, but only if, within a period of 14

days following the sale a written opinion of such person is presented to the auctioneer to the effect that the lot is not genuine or authentic, accompanied by a written request by the buyer for rescission of the sale, then the sale of the lot will be rescinded and the sale price refunded to the buyer.

12. Payment for purchases must be by cash, INTERAC direct debit (Cdn clients in person only), certified cheque (U.S. & Overseas not applicable), bank draft, electronic transfer (fee applies), and VISA or Mastercard (up to \$25,000).

13. In the event of failure to pay for or remove articles within the aforementioned time limit, the auctioneer, without limitation of the rights of the consignor and the auctioneer against the buyer, may resell any of the articles affected, and in such case the original buyer shall be responsible to the auctioneer and the consignor for:

(a) any deficiency in price between the re-sale amount and the amount to have been paid by the original buyer;

(b) any reasonable charge by the auctioneer for the storage of such articles until payment and removal by the subsequent buyer; and

(c) the amount of commission which the auctioneer would have earned had payment been made in full by the original buyer.

14. It is the responsibility of the buyer to make all arrangements for insuring, packing and removing the property purchased and any assistance by the auctioneer or his servants, agents or contractors, in packing or removal shall be rendered as a courtesy and without any liability to them.

15. The auctioneer acts solely as agent for the consignor and makes no representation as to any attribute of, title to, or restriction affecting the articles consigned for sale. Without limitation, the buyer understands that any item bought may be affected by the provisions of the Cultural Property Export Act (Canada).

16. The auctioneer reserves the right to refuse admission to the sale or to refuse to recognize any or all bids from any particular person or persons at any auction.





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